

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In Re:

MARCUS IMMESBERGER,

Debtor.

Case No.: 18-19546

Chapter: 11

Hearing Date:

Judge: Michael B. Kaplan

**CERTIFICATION IN OPPOSITION TO
CREDITOR'S CERTIFICATION OF DEFAULT**

Marcus Immesberger, of full age, does hereby certify as follows:

1. I am the Debtor in the within bankruptcy and I am fully familiar with the facts contained herein.
2. I make this Certification in Opposition to the *Creditor's Certification of Default* filed by Romano, Garubo & Argentieri, on behalf of U.S. Bank National Association, relating to property located at 55 Waterman Avenue, Rumson, New Jersey 07760 (hereinafter "the property").
3. I oppose the relief that the creditor, U.S. Bank National Association, (hereinafter "U.S. Bank"), is seeking because post-petition payments have been made on the subject

mortgage account and it appears that there is a critical discrepancy in the actual amount of the monthly payments due.

4. I filed my Chapter 11 bankruptcy petition on May 10, 2018. Since then, payments were being made toward the mortgage. Most recently however, there were an issue with a missed payment, because my sister, who is handling most of the family's finances, fell ill with a bad case of pneumonia. She is slowly regaining her health and has now begun addressing the finances that were overlooked during her illness.

5. During the month of December, prior to her illness, my sister made a payment to U.S. Bank, by telephone, in the amount of \$8,216.42. It was our belief that the telephone payment would keep the post-petition account current through January 2019. Yet a recent review of the account records revealed that the telephone payment was never withdrawn from the bank account. We only discovered this fact after the within Certification of Default was filed. Rather than attempting another telephone payment (we have had problems with that method of payment before), I mailed out a check to my attorney for an amount equal to that of the payment previously made. Upon receipt of the check, my attorney has advised that she will forward same to U.S. Bank's attorney.

6. The bigger issue appears to be the dramatic jump in the monthly payment that U.S. Bank alleges was due. After my bankruptcy case was filed, there was communication between the office of my attorney and the office of the attorney for U.S. Bank. As part of that communication, I was advised that the monthly payments were \$4,108.21. This is the amount that I believed was due and is the amount that I was paying. Yet, in the instant Certification of Default, U.S. Bank now alleges that the payment

is \$5,631.00 – an increase of \$1,522.03 from the original amount of \$4,108.21. U.S Bank's Certification provides that the increase began in the month of October 2018.

7. I was never provided with notification that the amount of the payment was increasing, and as such, was not aware that the payment had gone up. Moreover, I cannot comprehend how the payment increased by such a large number. No explanation has been provided about the dramatic increase in the monthly payment. This is an important part of why the account is reflecting post-petition arrears. I do not know if the dramatic increase is a mistake on the part of U.S. Bank or if there is a legitimate basis for such an increase. Obviously, this issue must be addressed as part of getting the within Certification of Default resolved.

8. For the foregoing reasons, I respectfully request that stay relief not be granted and that a hearing be scheduled for this matter instead.

9. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Marcus Immesberger
MARCUS IMMESBERGER

Dated: 01/31/2019